

REMARKS

This is intended as a full and complete response to the Office Action dated June 17, 2004, having a shortened statutory period for response set to expire on September 17, 2004. Please reconsider the claims pending in the application for reasons discussed below.

Claims 1-26 are pending in the application. Claims 1-27 remain pending following entry of this response. Claims 2, 3 and 18-20 have been amended. New claim 27 has been added to recite aspects of the invention. Applicants submit that the amendments and new claims do not introduce new matter.

Claims 2, 3 and 18-20 are objected to. Applicants have made the appropriate corrections. Accordingly, withdrawal of the objection is respectfully requested.

Claims 18, 19 and 20 stand rejected under 35 U.S.C. § 112, second paragraph. Applicants have made the appropriate corrections. Accordingly, withdrawal of the rejection is respectfully requested.

Claims 1-11 and 14-26 stand rejected under 35 U.S.C. § 102(a) as being anticipated by *Fawcett* (US 5,845,077). Applicants respectfully traverse the rejection.

Fawcett teaches upgrading software on a computer. *Fawcett* does not teach verifying one or more business contracts for a software inventory. Respectfully, the Examiner mistakenly argues that Figure 4A, step 72 teaches the claimed step of verifying. In fact, step 72, and Figure 4A generally, confirm that no verification of any kind is taught and, in particular, no verification of business contracts is taught. Step 72 comparing the collected user inventory data to entries in a database containing information about available computer software. In this regard, Applicants make a number of observations. First, the Examiner relates the claimed "software inventory from the customer system" to *Fawcett*'s "inventory data from the user computer" (col. 7, lines 26-29; step 70). This same inventory data of *Fawcett* is what is compared to entries in the database containing information about available computer software at step 72 of Figure 4A (col. 7, lines 29-33). Accordingly, the cited portions of Figure 4A (steps 70 and 72) teach only inventory data and a database containing information about available computer software. No business contracts are taught and no verification of one or more business contracts for software inventory is taught. Accordingly,

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Applicants believe the rejection is improper and should be withdrawn, and further requests that the claims be allowed. If the Examiner still believes the rejection is proper, Applicants request clarification of what teaching of *Fawcett* is believed to be the claimed business contracts of software inventory.

Because the base claims are believed to be allowable, Applicants submit that the dependent claims are also allowable. Accordingly, a separate discussion of the rejections of the dependent claims is not necessary. However, Applicants do submit that a number of dependent claims are allowable for other reasons independent of the allowability of the base claims. For example, claims 7 and 21 recite that verifying that one or more business contracts comprises validating a subscription for subscription software in the software inventory. The Examiner cites Col. 2, line 61 through Col. 3, line 2. However, Applicants point out that the cited portion is directed to payment of software, not a subscription to software. No mention of a subscription to software is made. In fact, this cited portion of *Fawcett* is more appropriately characterized as teaching a non-subscription, pay-as-you-go system and, hence, teaches away from a subscription service for software. Likewise, Applicants submit claims 8 and 22 are patentable over *Fawcett*. (The Examiner's rejection states claims 8 and 23 are rejected (p. 5 of the Action). However, Applicants presume that reference is a typo, and should be a reference to claim 22.) Claims 8 and 22 recite verifying entitlement for one or more keyed software in a software inventory. The Examiner cites Col. 2, line 58 through Col. 3, line 58 which refers to a secure connection. More specifically, the cited portion teaches that the connection over which payment information is transferred can be made secure to protect the user's account information (e.g., credit card number). Thus, the cited portion does not teach verifying entitlement for one or more keyed software in a software inventory. Accordingly, Applicants believe the rejection is improper and should be withdrawn, and further request that the claims be allowed.

Claims 12, 13 and 26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Fawcett*, as applied to base and intervening claims 1, 10 and 17, 24, respectively in view of *Hellerstein et al.* (US Publication 2002/0129356). Applicants respectfully traverse the rejection. *Fawcett* is believed to have been overcome with respect to base and intervening claims 1, 10 and 17, 24, respectively, for the reasons

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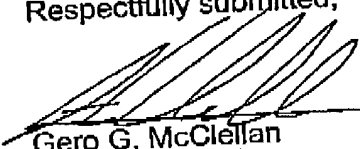
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given above. Accordingly, the combination rejection is believed to have been overcome. Applicants, therefore, request that the rejection be withdrawn and the claims be allowed.

The secondary references made of record are noted. However, it is believed that the secondary references are no more pertinent to the Applicants' disclosure than the primary references cited in the office action. Therefore, Applicants believe that a detailed discussion of the secondary references is not necessary for a full and complete response to this office action.

Having addressed all issues set out in the office action, Applicants respectfully submit that the claims are in condition for allowance and respectfully request that the claims be allowed.

Respectfully submitted,



Gero G. McClellan
Registration No. 44,227
MOSER, PATTERSON & SHERIDAN, L.L.P.
3040 Post Oak Blvd. Suite 1500
Houston, TX 77056
Telephone: (713) 623-4844
Facsimile: (713) 623-4846
Attorney for Applicant(s)

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